

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA

Willa Glover,)
)
Plaintiff,) Civil Action No. 2:14-cv-02348-RMG
)
v.)
)
Geico Indemnity Insurance Co.,)
)
Defendant.)
)

ORDER

This matter is before the Court on the Report and Recommendation (“R&R”) of the Magistrate Judge (Dkt. No. 33) recommending that this Court summarily dismiss the Complaint without prejudice and without issuance and service of process. The Court hereby adopts the R&R.

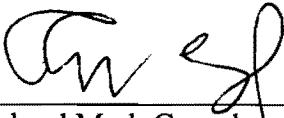
As the R&R explains, the Complaint as filed names Geico Indemnity Insurance Co. as the sole defendant. However, in South Carolina, no right to maintain suit directly against an insurance company exists absent privity of contract between the claimant and the insured. *See, e.g., Major v. National Indemnity Co.*, 267 S.C. 517 (1976); *S.C. Dep’t of Health and Envil. Control v. Commerce & Indus. Ins. Co.*, 372 F.3d 245, 259 (4th Cir. 2004). The Complaint is therefore subject to summary dismissal. Furthermore, Plaintiff’s proposed amendment to the Complaint would not support an action in federal court; adding the alleged tortfeasor would eliminate diversity between the parties and therefore deprive this Court of jurisdiction. *See* 28 U.S.C. § 1332(a); *Owen Equip. & Erection Co. v. Kroger*, 437 U.S. 365, 372-74 (1978).

Upon the issuance of the R&R, Plaintiff was advised that any written objections to the R&R must be made within 14 days of service, and that in the absence of timely written objections this Court would provide limited “clear error” review and Plaintiff would waive her

right to appeal the judgment of the District Court. (Dkt. No. 33 at 8). Plaintiff has not filed objections to the R&R, which was issued on August 26, 2014. An interlocutory appeal was denied by the Fourth Circuit Court of Appeals by mandate that took effect December 12, 2014.

The Court has reviewed the R&R, the full administrative record in this matter and the relevant legal authorities. The Court finds that the Magistrate Judge ably and promptly summarized the factual and legal issues and appropriately recommended that the breach of contract claim should be dismissed. Therefore, the Court hereby **adopts** the R&R as the order of this Court and **summarily dismisses** the case, without prejudice and without issuance and service of process.

AND IT IS SO ORDERED.



Richard Mark Gergel
United States District Court Judge

December 3rd 2014
Charleston, South Carolina